

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
CORRECTION OFFICER MARITZA PARRILLA,

Plaintiff, **STIPULATION OF
SETTLEMENT AND
DISMISSAL**

-against-

09 Civ. 8314 (SAS)

CITY OF NEW YORK; MARTIN F. HORN,
individually and in his capacity as Commissioner of the
New York City Department of Correction; Warden
KATHLEEN MULVEY; Deputy Warden ANDREW
PERIERO; Assistant Deputy Warden JACQUELINE
BRANTLEY; and Captains EVELYN GONZALEZ and
VALERIE FEREBEE,

Defendants.
----- X

WHEREAS, plaintiff commenced this action pursuant to, inter alia, Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §§ 2000e, et seq., New York State Human Rights Law, New York Executive Law §§ 290, et seq., New York City Human Rights Law, New York City Administrative Code §§ 8-101, et seq., and 42 U.S.C. § 1983 ("the Action");

WHEREAS, defendants deny each and every allegation made in this action, and all liability arising out of plaintiff's allegations;

WHEREAS, no party herein is an infant or incompetent for whom a committee has been appointed;

WHEREAS, there is no person not a party who has any interest in the subject matter of this action;

WHEREAS, the parties now desire to resolve the issues raised in this action, without further proceedings and without any admission of any fault or liability; and

WHEREAS, the Court granted defendants' motion for summary judgment by Opinion and Order dated February 16, 2011 and the above-captioned action was dismissed with prejudice;

WHEREAS, plaintiff filed a notice of appeal from the judgment dismissing the above-captioned action;

NOW, THEREFORE,

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, as represented below, as follows:

1. The above-captioned action and the related appeal have been, and are, hereby dismissed and discontinued, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "2," below.

2. The City of New York hereby agrees to pay plaintiff ten thousand dollars and no cents (" \$10,000.00"), less all applicable lawful withholdings and deductions, in full and final settlement of all claims, inclusive of attorneys' fees and costs.

3. In consideration for the payment and the other good and valuable consideration set forth in this agreement, plaintiff hereby agrees to withdraw, discontinue and dismiss, with prejudice, and without costs, expenses, or fees in excess of the amounts specified in paragraph "2," above, any and all rights of actions or claims against the defendants, their successors or assigns, and all past and present officials, employees, representatives and agents of the defendants, or their successors or assigns ("Released Parties"), from any and all claims, liabilities, demands, or causes of action, of any kind whatsoever, whether known or unknown, joint or several, whether discoverable or not, from the beginning of the world through the date this Stipulation of Settlement and Dismissal or the General Release are signed, whichever is

later, including, but not limited to, any and all liability, claims or causes of action which were, or could have been, raised in this action, including, but not limited to, all claims for costs, expenses or attorneys' fees.

4. Plaintiff hereby agrees to withdraw, and withdraws, with prejudice, any and all causes of action or claims of any kind whatsoever, before any and all judicial, arbitral or administrative courts, tribunals, entities, or agencies, which may exist against any defendant or any present or former agent, official, or employee of any defendant, their successors or assigns. missions occurring prior to the date of execution of this Stipulation of Settlement and Dismissal.

5. Plaintiff shall execute and deliver to defendants' attorneys all documents necessary to effect this settlement, including, without limitation, an affidavit of no liens, a copy of which is annexed hereto as Exhibit "A," and a General Release based on the terms of this agreement, a copy of which is annexed hereto as Exhibit "B," and an executed W-9 form.

6. In the event that a taxing authority or a court determines the payment made pursuant to this agreement is subject to personal income tax, any taxes, interest or penalties determined to be owed shall be the sole and complete responsibility of plaintiff, and plaintiff and her counsel shall not have a claim, right, or cause of action against the Released Parties on account of such taxes. The Released Parties, and their former, present, or future officials, agents, employees, or representatives, or their successors and assigns, do not waive any claims they might have should any taxing authority proceed against them on account of any moneys paid under this agreement.

7. Nothing contained herein shall be deemed to be an admission by the defendants, or any of them, that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or

regulations of the United States, the State of New York, the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the Department of Correction (“DOC”).

8. This Stipulation of Settlement and Dismissal shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except that it is admissible for the purposes of enforcing its terms.

9. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or DOC or either of them or both of them.

10. This Agreement of Settlement and Dismissal contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement and Dismissal regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

11. Plaintiff represents that, with the exception of the above captioned action, she has not filed any other action, lawsuit, proceeding, claim, charge or complaint against the Defendants with any local, state or federal agency, self-regulatory organization, court or other entity, and that the plaintiff will not initiate or promote any such complaint at any time hereafter based upon the events, actions or omissions occurring prior to the date of execution of this Agreement of Settlement and Dismissal. Plaintiff will not file, and hereby waives any right to file, any further or future proceeding arbitration, claim or action for the subject matter of the Action against any other party or entity. Plaintiff understands that any breach of this promise will render her liable in a complaint, cross-complaint or counterclaim for all resulting damages, including attorneys’ fees and legal expenses.

12. The parties represent that they have determined that this settlement is fair and reasonable under all the circumstances and that this determination has been based upon their independent judgment after having the opportunity to consult with legal counsel of their choosing, and that, in making this determination, they have had an adequate opportunity to discuss and assess the merits of all their claims, potential claims and defenses. The parties further agree that no fact, event, evidence, circumstance or transaction relating directly or indirectly to the disputes, or which could have been asserted in connection with the above-captioned action, or which may thereafter be discovered, shall in any manner affect the final and unconditional nature of the settlement and covenant not to sue set forth herein. The parties represent that they have read the foregoing agreement, know its contents and understand its terms and provisions and they have signed this agreement of their own volition.

13. By executing this agreement, plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) she entered into this Stipulation voluntarily and with full understanding and knowledge of its consequences; (ii) she has been advised to consult with an attorney before executing this Stipulation; (iii) she has been provided with at least a twenty-one (21) day period to review and consider whether to sign this Stipulation and (iv) she has been advised that she has seven (7) days following its execution to revoke it (the "Revocation Period").

14. Plaintiff affirms that she has entered into this Stipulation of Settlement and Dismissal freely, knowingly and openly, without coercion or duress and that she has voluntarily

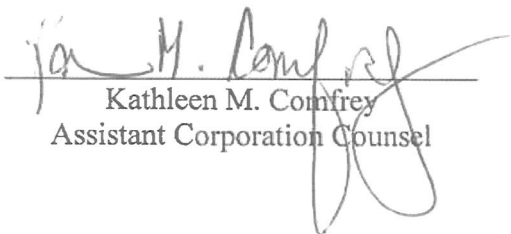
waived any statutory, contractual or constitutional rights that she may have held in this matter.

Dated: New York, New York
September __, 2011

By: 
Maritza Parrilla

Dated: New York, New York
September 16, 2011

MICHAEL A. CARDOZO
2010 Attorney for Defendants
100 Church Street, Room 2-139
New York, New York 10007-2601
(212) 788-7970
kcomfrey@law.nyc.gov

By: 
Kathleen M. Comfrey
Assistant Corporation Counsel

SO ORDERED:

Date

U.S.D.J.

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
CORRECTION OFFICER MARITZA PARRILLA,

Plaintiff,

-against-

CITY OF NEW YORK; et. al.,

Defendants.
----- X

STATE OF NEW YORK:

SS:

COUNTY OF NEW YORK:

MARITZA PARRILLA, being duly sworn, deposes and says:

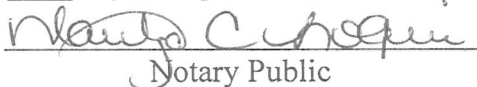
1. I am over 18 years, am the plaintiff herein and make this affidavit in connection with the settlement of this action.
2. The City of New York does not have any outstanding bills or liens against me or my property for obligations owed for Parking Violations or for treatment received at a New York City Health and Hospitals Corporation facility, or for the receipt of Workers' Compensation or New York State Disability benefits.
3. I may have been a recipient of public assistance from the New York City Department of Social Services more than twenty (20) years ago. I do not owe child support.
4. No tax obligation or judgment is owed by me to the City of New York.


MARITZA PARRILLA

SS#: 058-58-7246

D.O.B.: 11/2/1964

Sworn to before me this
27th day of September, 2011.


Notary Public

MARITZA C. LOQUI
Commissioner of Deeds
City of New York - No. 2-11205
Certificate Filed in New York County
Commission Expires 5/1/2012

EXHIBIT B

GENERAL RELEASE

KNOW THAT I, **MARITZA PARRILLA**, the plaintiff in the action entitled Parrilla v. The City of New York, et al., pending in the United States District Court for the Southern District of New York, 09 Civ. 8314 (SAS), in consideration of the payment by the City of New York ("City") of ten thousand dollars and no cents ("(\$10,000.00"), less all applicable deductions and withholdings, and other good and valuable consideration including that set forth in the Stipulation of Settlement and Dismissal, do hereby release and discharge the defendants, their successors or assigns, and all past and present officials, employees, representatives and agents of the defendants, their successors or assigns ("Released Parties"), from any and all claims, liabilities, demands, or causes of action, of any kind whatsoever, whether known or unknown, joint or several, whether discoverable or not, from the beginning of the world through the date this Stipulation of Settlement and Dismissal and General Release are signed, whichever date is later, including, but not limited to, any and all liability, claims or causes of action which were, or could have been, raised in this action, including, but not limited to, any and all causes of action or claims of any kind whatsoever, before any and all judicial, administrative, or arbitral courts, tribunals or agencies, concerning any employment with the City of New York, or the Department of Correction, or both, and including, but not limited to, all claims for attorneys' fees and costs.

By executing this General Release, plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) she entered into the Stipulation of Settlement and Dismissal in the action entitled Parrilla v. The City of New York, et al. and executed this General Release voluntarily and with full understanding and knowledge of its consequences; (ii) she has been advised to consult with an attorney before executing this General Release; (iii) she has been provided with at least a twenty-one (21) day period to review and

consider whether to sign the Stipulation of Settlement and Dismissal, and (iv) she has been advised that she has seven (7) days following the execution of the Stipulation of Settlement and Dismissal to revoke it (the "Revocation Period").

This General Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Release this ____ day of September, 2011.


MARITZA PARRILLA

STATE OF NEW YORK:

ss:

COUNTY OF NEW YORK:

On September 27th, 2011, before me personally came

MARITZA PARRILLA

to me known, and known to me to be the individual described in, and who executed the foregoing **GENERAL RELEASE**, and duly acknowledged to me that she executed the same.


Notary Public

MARITZA C. LOQUI
Commissioner of Deeds
City of New York - No. 2-11205
Certificate Filed in New York County
Commission Expires 5/1/2012

09 Civ. 8314 (SAS)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Correction Officer MARITZA PARRILLA,

Plaintiff,

CITY OF NEW YORK; MARTIN F. HORN,
individually and in his capacity as Commissioner of
the New York City Department of Correction;
Warden KATHLEEN MULVEY; Deputy Warden
ANDREW PERIERO; Assistant Deputy Warden
JACQUELINE BRANTLEY; and Captains EVELYN
GONZALEZ and VALERIE FEREBEE,

Defendants.

**STIPULATION OF SETTLEMENT AND
DISMISSAL**

MICHAEL A. CARDOZO

Corporation Counsel of the City of New York

Attorney for Defendants

100 Church Street, Room 2-139

New York, New York 10007-2601

Of Counsel: Kathleen M. Comfrey

Tel.: (212) 788-7970

Matter No.: 2009-038208

Service of which is hereby acknowledged:

....., N.Y. Dated:

Signed:

Attorney for: